



Registration of a Charge

Company name: **WIGGLE LIMITED**

Company number: **02667809**

Received for Electronic Filing: **07/01/2020**



X8W5A6ZN

Details of Charge

Date of creation: **07/01/2020**

Charge code: **0266 7809 0007**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **THE PREMISES KNOWN AS CITADEL LOGISTICS CENTRE, CITADEL JUNCTION WAY, BILSTON (WV14 7BR) AND HELD UNDER A LEASE FOR A TERM OF 15 YEARS STARTING ON 1 OCTOBER 2014 AND ENDING 30 SEPTEMBER 2029 AND MADE BETWEEN (1) GOODMAN CITADEL (JERSEY) LIMITED (AS LANDLORD) AND (2) THE COMPANY (AS TENANT)**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

SHAYAN MALAD



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2667809

Charge code: 0266 7809 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th January 2020 and created by WIGGLE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th January 2020 .

Given at Companies House, Cardiff on 8th January 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 07 January 2020

WIGGLE LIMITED

AND

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

SUPPLEMENTAL LEGAL MORTGAGE

EXECUTION VERSION

THIS DEED is dated 07 January 2020 between:

- (1) **WIGGLE LIMITED** registered in England and Wales with company number 02667809 (the “Company”); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for the Secured Parties on the terms and conditions set out in the Senior Facilities Agreement (the “Security Agent” which expression shall include any person for the time being appointed as Security Agent or as additional Security Agent for the purpose of, and in accordance with, the Senior Facilities Agreement).

BACKGROUND:

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document, under hand.

IT IS AGREED as follows:

1. DEFINITIONS IN THIS DEED:

“**Debenture**” means the debenture dated 12 December 2011 and made between, amongst others, the Company and the Security Agent.

“**Mortgaged Property**” means:

- (a) the property specified in Schedule 1 (*Details of Mortgaged Property*), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

“**Related Rights**” means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

2. FIXED SECURITY

The Company charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property.

3. IMPLIED COVENANTS FOR TITLE

3.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Fixed Security*).

3.2 It shall be implied in respect of Clause 2 (*Fixed security*) that the Company is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from

EXECUTION VERSION

all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. FURTHER ADVANCES

4.1 Each Lender is under an obligation to make further Advances to the Company and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.

4.2 The Company hereby consents to an application being made to the Land Registry to enter the obligation to make further Advances on the Charges register of any registered land forming part of the Mortgaged Property.

5. THE LAND REGISTRY

The Company hereby undertakes to make or procure that there is made an application to the Land Registry (and as proprietor of the charge the Security Agent consents to an application being made):

(a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [insert date] in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the charges register or their conveyancer;”

(b) to enter a note of the obligation to make further advances by each of the Lenders on the Charges Register relating thereto; and

(c) to note the Mortgage on the Charges Register.

6. RELEASE OF SECURITY

6.1 Redemption of Security

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Company or any other person under any agreement between the Security Agent and the Company, the Security Agent shall, at the request and cost of the Company, release and cancel the security constituted by this Deed and procure the reassignment to the Company of the property and assets assigned to the Security Agent pursuant to this Deed, in each case subject to Clause 6.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

6.2 Avoidance of Payments

If the Security Agent considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Company under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

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7. INCORPORATION OF OTHER TERMS

7.1 Incorporation

The parties to this Deed agree that all of the representations and warranties, obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture shall be deemed to be incorporated in this Deed *mutatis mutandis* and shall apply *mutatis mutandis* to the security constituted or intended to be constituted by Clause 2 (*Fixed Security*) and to the Mortgaged Property and all other property referred to in that Clause.

The Debenture and this Deed shall be read and construed together as one document and any reference in the Debenture to “**this deed**” shall be read as a reference to the Debenture as supplemented by this Deed.

Clause 1.8 of the Debenture, and the terms of that clause, are incorporated into this Deed as if it had been expressly incorporated into this Deed.

7.2 Confirmation

This Deed shall be without prejudice to the Debenture, the security constituted or intended to be constituted by the Debenture and all of the obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture which shall remain in full force and effect notwithstanding this Deed.

For the avoidance of doubt, any legal mortgage, charge or assignment (whether at law or in equity) constituted by way of fixed security pursuant to Clause 2 (*Fixed Security*) of the Debenture shall continue in full force and effect notwithstanding this Deed and shall not merge in any security constituted by this Deed or be released, extinguished or affected in any way by the security constituted by this Deed or the provisions of this Clause 7.

8. THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

9. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

10. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Deed by signing any such counterpart.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
DETAILS OF MORTGAGED PROPERTY

Description of Property

The premises known as Citadel Logistics Centre, Citadel Junction Way, Bilston (WV14 7BR) and held under a lease for a term of 15 years starting on 1 October 2014 and ending 30 September 2029 and made between (1) Goodman Citadel (Jersey) Limited (as “Landlord”) and (2) The Company (as “Tenant”)

Title Number

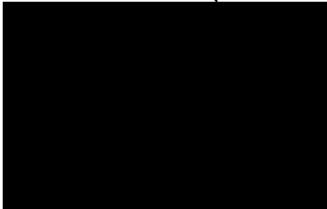
MM44641

EXECUTION VERSION

EXECUTION PAGES TO LEGAL MORTGAGE

The Company

Executed as a deed by)
WIGGLE LIMITED)
acting by a director:)



ALEXANDER ROSS CECILIAN

.....)
in the presence of:) Director

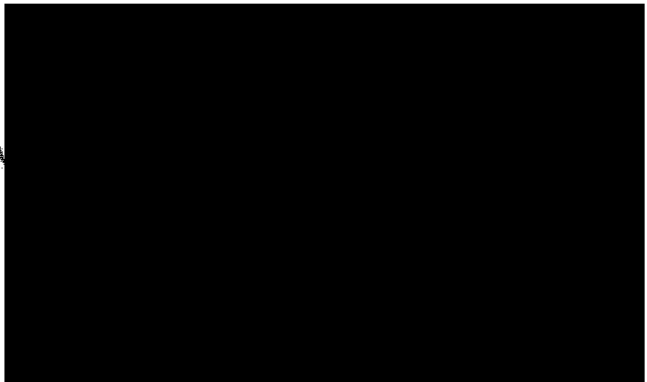
Name of witness:
(in BLOCK CAPITALS)

PA [unclear]

Signature of witness: ..

Address: ..

Occupation: ..



The Security Agent

Signed by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By:

EXECUTION VERSION

EXECUTION PAGES TO LEGAL MORTGAGE

The Company

Executed as a deed by)
WIGGLE LIMITED)
acting by a director:)
.....) Director
in the presence of:)

Name of witness:
(in BLOCK CAPITALS)

Signature of witness:

Address:
.....

Occupation:

The Security Agent

Signed by [Redacted]

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By: [Redacted]

Daisuke Takekawa
Authorised Signatory